UNCLASSIFIED

TECHNICAL ARRANGEMENT

BETWEEN

THE MINISTRY OF DEFENSE

OF THE

ITALIAN REPUBLIC

AND THE

DEPARTMENT OF DEFENSE

OF THE

UNITED STATES OF AMERICA

REGARDING THE

INSTALLATIONS/INFRASTRUCTURE

IN USE BY US FORCES IN

SAN VITO DEI NORMANNI - ITALY

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Not Numbered – San Vito Technical Arrangement Technical Data

I Purpose

To promulgate command policy and procedures for the implementation of international agreements between the United States and Italy concerning the use and operation of military installations/infrastructure located in San Vito dei Normanni, Italy

II References

1 The North Atlantic Treaty, signed at Washington, D C on 04 April 1949 and specifically the provisions contemplated in Article 3

2 Agreement Between the Member States to the North Atlantic Treaty on the Status of Forces, signed at London on 19 June 1951 (NATO SOFA)

3 Bilateral Infrastructure Agreement (BIA) between the United States of America and Italy signed on 20 October 1954

4 Memorandum of Understanding Between the Ministry of Defense of the Republic of Italy and the Department of Defense of the United States of America concerning the use of installations/Infrastructure by U S Forces in Italy (1995 U S -Italy MOU)

5 Delivery paper of the US-Funded Facilities at San Vito dei Normanni AS (BR), 24 July 2003

III Applicability and Scope

This Technical Arrangement applies to the military forces of the United States, members of the force, the civilian component, and their dependents, assigned to or operating at military installations/infrastructure in San Vito dei Normanni, Italy as detailed in Annexes 1 and 2 The provisions of this Technical Arrangement are implemented in accordance with references 1 through 5, including Article II of the NATO SOFA which states that it is the duty of a force and its civilian component and the members thereof as well as their dependents to respect the law of the receiving State, and to abstain from any activity inconsistent with the spirit of the NATO SOFA

IV Definitions and Abbreviations

In this Technical Arrangement the term

CARABINIERI - "Carabinieri" has the status of an Armed Force that acts as the Military Police in the Italian territory Generally, the personnel of the Service also accomplish duties of prevention and repression of crimes and maintenance of law and order on the entire national territory in coordination with the competent judicial authorities and the Police

CIVILIAN COMPONENT - "Civilian component" means all the civilian personnel having a relationship to the United States Forces as provided in Article I (1 b) of the NATO SOFA In

the Italian language version of this document the term "civilian element" is used with the same meaning

CIVILIAN PERSONNEL - "Civilian personnel" are those personnel contemplated in Article 6 of the BIA which covers, in addition to the "civilian component" of a force, persons such as those listed below, who are closely affiliated with the United States Armed Forces and under their authority, but not employed directly by them, on the condition that the presence of such persons in Italy is recognized by both governments as necessary in connection with the functioning of the installations

- Employees of other United States Government Departments,
- Essential personnel of the USO, School, Post Exchanges, Commissaries, youth development and educational support organizations (for example, but not limited to, Boy and Girl Scouts), religious support groups, Soldier, Sailor, Airmen, and Marine mutual aid societies (for example, but not limited to, United Seaman's Service and the Navy and Marine Corps Relief Society), military banking facilities and Credit Unions, and, the Red Cross,
- Technical representatives of firms having special relations with the United States Armed Forces, when such persons come to Italy for other than temporary visits

CONSTRUCTION - "Construction" means work required to erect, install or assemble a new facility, or add to, alter, expand, convert, demolish or replace an existing facility

EXCLUSIVE USE - "Exclusive use" means the utilization by the armed force of a single Nation, of installations and/or infrastructure defined and included within the perimeter of the installation, for the performance of activities related to the mission and/or tasks assigned to said force by the sending State The designation of "exclusive use" to installations and/or infrastructure utilized by the U S Force does not limit in any way the exercise of Italian national sovereignty, as preserved by Article VII of the NATO SOFA

FORCE - "Force" means personnel belonging to the Armed Forces as contemplated in Article I (1 a) of the NATO SOFA

INFRASTRUCTURE - "Infrastructure" means the complex of fixed or permanent structures, both horizontal and vertical, and facilities, within the installation and therein established for the performance of the main and support activities of the Forces

INSTALLATION - "Installation" means the complex of land and fixed structures thereon, which are within defined and clearly identified boundaries

JOINT USE - "Joint use" means the common utilization of the installation/infrastructure by both Italian and U S Forces assigned to the installation/infrastructure, to perform the activities related to NATO missions and/or tasks assigned to said forces by their respective governments

LOCAL CIVILIAN LABOR - The term "local civilian labor" means all non-civilian component personnel hired by the U S Forces with a contract

MAINTENANCE - "Maintenance" means the recurrent, day-to-day, periodic, or scheduled work required to preserve property

REPAIR - "Repair" means Programmed Work required to ensure restoration of the installation's efficiency

SEON SITE MANAGER - The term "SEON site manager" means the day to day technical representative who manages SEON operations

ABBREVIATED TERMS

- BIA	Bilateral Agreement on Infrastructure
- DOD USA	Department of Defense of the United States of America
- IDGS (SMD)	Italian Defense General Staff
- IPI	Internal Permanent Instructions (local Italian SOPs)
- MOD IT	Italian Ministry of Defense
- NATO	Organization of the North Atlantic Treaty
- NATO SOFA	Agreement on the Status of NATO Forces
- PPR	Prior Permission Required
- SEON	Solar Electro-Optical Network
- SMA	Italian Air Force General Staff
- SME	Italian Army General Staff
- SMM	Italian Navy General Staff
- SOP	Standard Operating Procedures
- TA	Technical Arrangement
- U S	United States
- USAFE	U S Air Force Europe
- USAREUR	U S Army Europe
- USEUCOM	U S European Command
- USNAVEUR	U S Naval Forces Europe
- USO	United Servicemen's Organization

V Use and Operation

1 The installation at San Vito dei Normanni is a peace-time military installation, as agreed, in accordance with the BIA The installation has been ceded in use to the United States of America to be employed by the latter according to the provisions of Article 2 of said Agreement In particular circumstances the authorities of the two countries will agree on the utilization of the installation's facilities granted for use to the U S Forces by civilian activities of the Host Country These activities, as indicated in Annex 3, will be at no cost to the United States Any services provided to these civilian activities by the United States will be on a reimbursable basis

2 The locations covered by this TA are shown in Annex 1 and the attached map provided by the Italian Authorities and comprise an operational and logistics support area. The Italian Commander, with the assistance of the U S Commander, will maintain a map detailing the location of the various facilities on the installation

3 The principal use of the installation is related to

a Permanently assigned operational units,

b. Units and related facilities, supporting the cited operational units, used for peace-time routine training activities

c Associated personnel The precise number of personnel will be provided semiannually to the Italian Commander or whenever requested, as indicated in Annex 4

4 Installations/infrastructure listed in Annexes 1 and 2 will also be subject to this Technical Arrangement These Annexes will specify the use, location, personnel and infrastructure of these installations

VI Command

1 The installation is placed under Italian command The functions of such command, which will be exercised by an Italian Officer, will vary according to whether the installation is jointly used or used exclusively by the U S Armed Forces The Italian Commander's authority extends throughout the installation over all the Italian personnel, military and civilian, assigned for whatever reason to the installation, and over the whole land and infrastructure, Italian equipment and materiel See Annex 5 for further delineation of command issues

2 The rank of the Italian Officer is established by the cognizant Italian Authorities based on his responsibilities and tasks, regardless of the rank of the senior U S officer assigned to the installation

3 The U S Commander has full authority over U S personnel, equipment and operations He will notify in advance the Italian Commander of all significant U S activities, with specific reference to the operational and training activity, to the movements of materiel, weapons, and civilian/military personnel, and to any events/incidents that should occur Likewise the Italian Commander will keep the U S Commander informed of all significant national activities For further clarification see Annex 5 The Italian Commander will advise the U S Commander if he believes U S activities are not respecting applicable Italian law and will immediately seek advice from higher Italian Authorities Differences of opinion between the commanders regarding whether a specific activity should be undertaken, that cannot be resolved locally, will be promptly referred up the respective chains of command for resolution Beginning a disputed activity is subject to resolution of the controversy

4 Permanent increases of the operational component and relative support shall be authorized by the Italian National Authorities Temporary increases of military and civilian personnel (for training, exercises, logistical activities, transit, etc) will be approved by the Italian Commander Temporary increases of personnel associated with operations already approved by the Government of Italy will be coordinated with the Italian Commander See Annex 4 for details concerning the temporary increase of personnel

5 In order to comply with his responsibilities, the Italian Commander, or the acting Italian Commander, has free access, with no restrictions to all areas of the installation The Italian Commander, or in his absence the acting Italian Commander, will intervene to have the U S Commander immediately interrupt U S activities which clearly endanger life or public health Upon notification of the danger, the U S Commander, will promptly investigate and consult with the Italian Commander concerning the situation Either commander may refer a matter in dispute, or one not susceptible to local resolution, to higher authority for resolution

6 The Italian Commander is the formal representative of the installation and serves as the liaison with national authorities, and the contact with local authorities and local external military and civilian entities, including press agencies The U S Commander is not precluded from contacting local authorities on matters of interest only to the United States The Italian Commander will coordinate, as agreed, all matters of common interest and, to this end, he will be kept constantly informed on all U S activities and initiatives as indicated in Annex 5 The U S and Italian Commanders fulfill their representational role with equal status Details are addressed in a separate instruction

VII Flags and Honors

The NATO flag together with the U S and Italian flags may be displayed over the installation The respective national flag may be raised over buildings used exclusively by the U S or by Italy Details are addressed in a JMC Instruction (JMCI-3)

VIII Personnel

1 The NATO SOFA and the implementing agreements listed in the references regulate the status of U S Forces in Italy, as well as the status of members of these forces, of members of

the civilian component, and of their dependents, whose presence in Italy is in furtherance of the objectives of this Technical Arrangement and the Agreements listed in the references

2 In accordance with Article IX, paragraph 4 of the NATO SOFA, the conditions of employment and work for local civilian labor, in particular wages, supplementary payments, and conditions for the protection of workers, shall be consistent with the laws of Italy

3 In accordance with the NATO SOFA and bilateral agreements, the U S command shall withhold social security benefits for local civilian labor, through appropriate social security institutions, to include deduction from wages for income tax payment to Italy, in accordance with current Italian law

IX Infrastructure

1 a The installation includes US-funded infrastructure

b The buildings and infrastructure are classified as National for exclusive use, U S

c The areas and all the infrastructure therein, marked in different colors as indicated by the legend, are shown in detail in the map attached to Annex 1 Buildings and infrastructure, and purpose are listed in Annex 2 The cited documentation (plan and listing) will be kept updated by the Italian Commander with the assistance of the U S Commander

2 The operation and maintenance costs for structures composing the installation are charged to the U S

3 The user Nation is responsible for repair and maintenance of "exclusive use" buildings and infrastructure

4 All construction projects, including new infrastructure and improvements to infrastructure, which constitute construction as defined in Section IV, are subject to prior approval by IDGS All changes of use of buildings and infrastructure also will be authorized by the IDGS In accordance with the BIA and subsequent agreed procedures, construction projects to be accomplished exclusively with U S Government funds will be approved by the Italy-U S Construction Mixed Commission

5 The Italian Commander, after taking into account the zoning regulations and obtaining the necessary inputs from the U S Commander, shall develop a base Development Multi-year Plan, which shall be approved by the national Authorities Required changes can be periodically submitted for the approval of the national Authorities Copies of both the proposed and approved Multi-year Plans will be provided to the U S Commander

X Utility Services

1 U S Armed Forces will be provided with the following services to satisfy operational, logistical support, and housing requirements

a a total of a certain number of cubic meters per day of drinking water, as detailed in Annex 6, in accordance with current Italian regulations and in proportion to the highest number of personnel expected to be assigned to the installation, and of a certain number of cubic meters of water for services, when available Variation to the quantity of water provided shall be agreed when changes in availability or requirements, also temporary, occur When availability is scarce, priority will be given to satisfy operational and logistical support requirements,

b electric power (line of a certain number of KV) to employ power to a certain maximum number of KW, available at certain parameters as detailed in Annex 6, to the main power substations of the installations,

c charges for utilities will be based on the actual use
Where the United States Armed Forces make use of utilities which come from the outside (such as electric energy, gas, water, telecommunications, sewerage), the Italian Government, insofar as it is competent to do so and in accordance with Article 12 of the BIA, will assure access to said services at terms no less favorable than those in force for the Italian Armed Forces

2 The Italian Ministry of Defense will provide for disposal on the outside perimeter of the installation of all waste products The U S Commander is responsible to ensure that disposal in U S processing plants is done consistent with applicable Italian standards on waste products

3 The U S Command will provide for disposal of toxic/harmful waste, generated by the U S Forces, consistent with current Italian standards and applicable international agreements

4 In accordance with the provisions of Section VI, paragraph 5, the Italian Commander reserves the right to notify the U S Commander of perceived violations of applicable standards for disposal of waste Upon notification of a perceived violation, the U S Commander will promptly investigate and inform the Italian Commander of steps taken to remedy the situation or of the propriety of the method applied Either commander may refer a matter to higher authority for resolution

XI Supply of Goods and Services

1 Procurement of goods and services by the U S Forces shall be governed by Article 31 of the BIA and the NATO SOFA The U S and Italian commanders will cooperate to avoid that the provision of goods and services create disturbances on the local market, by examining the possibility that, when U S Forces' purchases are made by direct contracts, procedures similar to those used by the Italian Armed Forces are adopted, including anti-mafia screening procedures

2 The acquisition by both Parties of any supplies, support, or services, as outlined in this Section and Sections IX and X, must be done under authorized national contracting procedures or an implementing arrangement under the NATO Mutual Support Act

XII Financial Matters

The financial obligations of the Parties under this Technical Arrangement shall be subject to the authorization and appropriation of funds in accordance with respective national laws The U S will be responsible for its exclusive expenditures

XIII Customs and Taxation Matters

United States exemption from taxes and customs duties shall be regulated as provided in the NATO SOFA and the BIA, as applicable, relevant legislation, and other tax relief agreements on tax exemption between the Governments

XIV Social and Administrative Services

1 In order to satisfy the requirements of quality of life (in accordance with the NATO SOFA and with prior notification in accordance with Article 13 of the BIA), the U S Forces may establish, use and maintain structures on the installation, necessary to support the force, civilian component and dependents The structures will house facilities customary for these purposes, including, among others

a Post offices, military finance services, bank facilities, BOQs/BEQs, messes, liquor retail sales (class VI stores), commissaries, base exchange stores, service stations and automotive repair shops, social centers, libraries, theaters and recreational areas,

b schools, to include child care centers and other educational facilities and programs for children,

c hospitals, dental clinics and other medical care centers

2 The above agencies are exempted from license fees, excise duties, sales taxes, customs duties and other import taxes on their property, activity, goods and services sold or provided Appropriate controls will be established to prevent abuses such as selling or giving away exempted goods to people not eligible to purchase in said stores The U S Commander will be responsible for the application of such control measures and will apprise the Italian Commander of their contents

XV Security and Police Responsibilities

1 In coordination with the U S Commander, who bears independent responsibility for the safety and security of his own personnel and equipment, the Italian Commander issues appropriate directives for the security of the entire installation and establishes access procedures and will issue passes for entry into the installation if such procedures are deemed appropriate by the two commanders The U S Commander may be requested to support this operation with U S personnel and vehicles Security procedures and plans are discussed in Annex 8

2 To accomplish his tasks and as guarantor for Italian sovereignty, the Italian Commander,

or the acting Italian Commander, has access to all areas and facilities Procedures for access by Italian personnel to limited and well-defined U S classified areas, as agreed by the Parties, are specified in Annex 9 The same right is granted, when authorized by the Italian Commander, or the acting Italian Commander, to the Italian military personnel tasked to accomplish military police duties (Carabinieri for the Italian Armed Forces) inside the installation

3 Responsibility for external security of the installation is assigned exclusively to the Italian Authorities Said external security is assured by the Authorities responsible for public order and security, in coordination with the competent territorial Military Command and the Italian Commander

4 In accordance with Article VII, paragraphs 10 a and b of the NATO SOFA regarding the status of NATO Forces, the U S Commander exercises his police rights on the land areas and infrastructure therein, used by the U S Forces pursuant to agreement with the Italian Authorities To discharge this function he may take, in coordination with the Italian Commander responsible for issuing directives in accordance with paragraph 1 above, all measures necessary to assure and maintain order and security within the area and infrastructure assigned to and among the U S Forces, consistent with applicable Italian law Police authority granted to the U S Commander may be coordinated with the Italian Commander to ensure that is exercised in accordance with the general principles governing police activities in Italian territory, without prejudice to national sovereignty

XVI Air/Surface Transportation and Related Activities

1 Properly registered vehicles belonging to the U S Forces can freely circulate on Italian territory in respect of Italian traffic regulations The Italian Commander will be advised in advance of convoy movements so that actions necessary to coordinate the movement with the competent authorities can be taken

2 U S military authorities are authorized to register private vehicles owned by members of the U S Forces and/or civilian component and their dependents, and to issue license plates Before a vehicle is licensed, U S authorities will ascertain that it has liability insurance, as provided by Italian law

3 U S authorities are authorized to issue private vehicle driver licenses (with Italian translation) to members of the U S Forces and/or civilian component and their dependents, after having ascertained their driving capability and their knowledge of the Italian traffic rules

4 Movements and transfers of hazardous materiel (fuel, explosives, weapons) and transportation of any kind, requiring caution, involving Italian railways and/or roadways, shall be coordinated with the Italian Commander in order to verify its conformity to Italian legislation

XVII Training/Operational Activities

1 Planning and execution of all training and operational activities will be in accordance with the objectives and purposes identified in Section V and with respect of civil and military regulations of the host nation, which are effective in the specific area Details are provided in Annex 10

2 The appropriate national Authorities will be notified beforehand of operational activities of units assigned to the installation, through the Italian Commander or his representative, for the required coordination and approval according to existing procedures In addition, the U S Commander shall provide the Italian Commander the annual schedule of exercises involving units assigned or deployed on the base

3 Joint and/or combined training/operational activities may be conducted, after coordination with the responsible national military Authority

XVIII Removable and Real Property and Residual Value

1 The Government of the United States will retain ownership of all removable property built by/for the Government of the United States at its own expense, and all equipment, materiel and supplies entered into, or acquired in, Italy by/for the Government of the United States for construction, development, operation and maintenance of installations intended for use by the United States These items will not be disposed of in Italy except in accord with conditions, limitations, and exclusions which will be agreed upon with the Italian Government Additionally, the Government of the United States undertakes not to proceed to remove or subsequently take out from Italy any major items of equipment which may affect the functioning of the installation without consultation with the Italian Authorities

2 In the event the United States determines the use of all or any part of the infrastructure on this installation is no longer required, it shall relinquish such infrastructure to the Italian Government in accordance with the procedures contemplated by Annex B to the Memorandum of Understanding Between the Ministry of Defense of the Republic of Italy and the Department of Defense of the United States of America Concerning Use of Installations/Infrastructure by U S Forces in Italy

XIX Local Joint Military Commission

The Italian and U S Commanders may establish a local Joint Military Commission charged with examining the local aspects of executing the Technical Arrangement The Commission will receive from local authorities, problems, complaints or requests for assistance and will endeavor jointly to resolve any problems locally Issues that are beyond the competence of the local Commanders will be referred to higher Authority The composition of the Local Joint Military Commission is detailed in Annex 11

XX Procedures for Mutual Cooperation

Italian and U S Authorities will assure effective cooperation in order to preserve good relations and avoid, in so far as possible, local frictions and misunderstandings which might arise in the course of the implementation of these procedures concerning the use of installations/infrastructure located in San Vito dei Normanni, Italy.

XXI Annexes

This Technical Arrangement includes eleven (11) annexes, identified as Annex 1 through Annex 11 and will be considered incomplete unless these annexes are included, and will not be implemented in any part unless and until all annexes have been concluded and attached to the Technical Arrangement Lists, figures and parameters contained in Annexes 1, 2, 6 and 10 may be updated, from time to time, by mutual agreement of the Italian and U S Commanders Copies of the updated Annexes shall be promptly provided to the Joint Military Commission established in accordance with Article II of the 1995 U S -Italy MOU Changes to other Annexes may be proposed by the JMC and upon approval by respective national authorities, will be signed by the JMC Chairmen

XXII Effective Date, Implementation, and Revision

1 This Technical Arrangement will become effective on the date of last signature and will continue in effect until terminated It may be terminated immediately if both parties consent in writing to immediate termination or by either party upon giving 180 days written notice to the other party that termination is desired

2 All previous bilateral international agreements concerning the use and operation of military installations/infrastructure located in San Vito dei Normanni SEON site, Italy are repealed starting from the day this Technical Arrangement comes into force The Italian and U S Commanders may only implement this Technical Arrangement through SOPs and administrative agreements developed jointly by the parties and approved by the Local Joint Military Commission (LJMC), as long as these procedures are consistent with this Technical Arrangement

3 Changes to this Technical Arrangement may be made with the agreement of both parties, either party may request, in writing, modification of any provision at any time Changes must be in writing, will include signatures of both parties, and will be appended to the original copies of this Technical Arrangement

4 Disagreements as to the interpretation or implementation of this Technical Arrangement shall be settled through consultation between the parties at the lowest echelon possible using, if necessary, the Local Joint Military Commission identified in Section XIX above and then the Joint Military Commission established in accordance with Article II of the 1995 U S -Italy MOU In no event will disagreements be subject to arbitration or litigation

XXIII Authentication

This Technical Arrangement is executed in both the English and Italian languages, each text being equally authentic

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments, have signed this Technical Agreement

Done at La Maddalena (SS), this 12 day of SEPTEMBER, 2007, in duplicate

FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA

FRANK G. HELMICK
MAJOR GENERAL, U.S. ARMY
COMMANDER, SETAF

FOR THE MINISTRY OF DEFENSE OF THE REPUBLIC OF ITALY

MARIO MARIOLI
MAJOR GENERAL, ITALIAN ARMY
CHIEF OF III REPARTO,
ITALIAN DEFENSE GENERAL STAFF

Annex 1

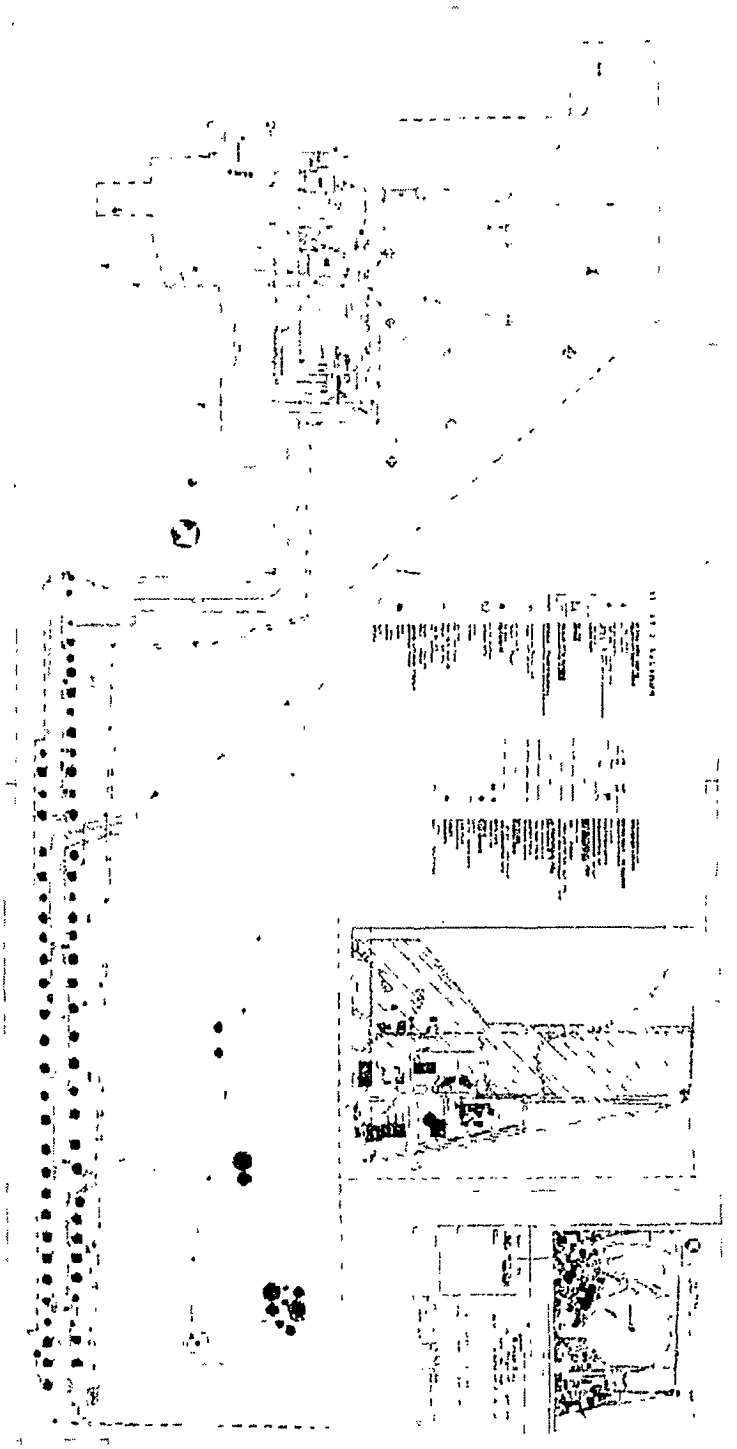
INSTALLATION COVERED BY THIS AGREEMENT
(See Annex 2 for a list of buildings within each installation)

I U S FUNDED
U S EXCLUSIVE USE

LOCATION	AREA (Square Meters)	EXTERNAL PERIMETER (linear meters)	MUNICIPALITY/ PROVINCE
San Vito Solar Observatory (SEON)	9 hectares, 98 acres, 58 square meters	910	San Vito dei Normanni/Brindisi

Note In accordance with Section XXI of the Technical Arrangement, the lists contained in this Annex may be updated, from time to time, by mutual agreement of the Italian and U S Commanders Copies of such updated lists shall be promptly provided to the Joint Military Commission established in accordance with Article II of the 1995 U S -Italy MOU

Attachment to Annex 1
Map of the Installations/Infrastructure Ceded in Use to the U S Forces



Annex 2

LIST OF BUILDINGS

San Vito SEON

Facility #	Purpose
309	Radio Solar Telescope Operations
308	Solar Optical Observing Network Operations Room
44203	Storage facility
81244	SEON Substation
84099	Water Well
44206	Storage Shed
30801	Pump house/Water Storage/Potable Water Treatment Plant
30901	Water Softener Plant
30802	Entry Gate
30803	Electrical Substation

Note 1 The San Vito SEON Site is considered a USAFE operating location/military installation Real estate administrative records maintained by the 31 Civil Engineering Squadron at Aviano AB, Italy

Note 2 The Commander, 31 Fighter Wing at Aviano AB, Italy, is the U S Commander of the site (See Annex 5)

Annex 3

UTILIZATION OF THE INSTALLATIONS' FACILITIES GRANTED FOR USE TO THE UNITED STATES BY CIVILIAN ACTIVITIES OF THE HOST COUNTRY

Use of the installations/infrastructure listed in this agreement is granted to the U S Forces only and may not be extended to third parties or other armed forces absent previous agreement between the parties

1 Requests by civilian activities of the host nation for the recreational, cultural, or educational use of installations/infrastructure granted for use by the U S Forces, shall be initially addressed to the Italian Commander

2 The Italian Commander will forward the request to the U S Commander, along with an endorsement expressing the concurrence or non-concurrence by the Italian Commander to the request

3 The U S Commander will approve or deny the request, consistent with mission, operational, and security requirements The U S Commander will then transmit his decision to the Italian Commander, who will then have the responsibility to inform the requesting civilian agency or activity of the decision

4 In accordance with Section V of this Technical Arrangement, civilian activities of the host nation that are conducted on installations/infrastructure granted for use by the U S Forces will be at no cost to the United States Any services provided by the U S forces to these civilian activities will be on a reimbursable basis

5 In appropriate circumstances, as determined by the U S Commander, sponsors of host nation civilian activities conducted on installations/infrastructure granted for use by the U S Forces will be required to present proof of liability insurance as a condition for obtaining approval The liability insurance will hold the U S harmless for any and all actions conducted by the civilian activity

6 In certain circumstances, normally cases of public emergency, the Italian government may desire to use installations/infrastructure granted for use by the U S Forces On a case-by-case basis and per Sections V and XII of this Agreement, the Italian and U S Commander will negotiate the circumstances of such use The Italian Commander will endeavor to avoid any prejudice to the U S Forces operations in negotiating such agreement

Annex 4

PERSONNEL REPORTING

1. Introduction

a This annex fulfills the requirements of Section V, paragraph 3, of this agreement, for U S reporting of personnel.

b "Associated personnel" means the total of the permanently authorized "force" and "civilian component" (as defined in Section IV of this agreement) encompassed by this TA

(1) Italian National Authorities will authorize the maximum number of the associated personnel

(2) Temporary increases

(a) Temporary increases to the associated personnel for training, exercises, logistics activities, transit, etc , on the installation for more than 2 but not exceeding 60 days, will be approved by the Italian Commander as delegated by the IDGS

(b) Temporary increases of the associated personnel for training, exercises, logistics activities, transit, etc , for periods exceeding 60 days will be approved by the IDGS

(c) Temporary increases of the associated personnel supporting operations already approved by the Government of Italy will be coordinated with the Italian Commander

2 Reporting Semi-annually, or when requested, the U S Commander, will provide the Italian Commander with

a a list of the U S Commands at the San Vito dei Normanni site,

b a table of organization of the San Vito dei Normanni site, including Departments,

c a list of temporarily assigned units at the San Vito dei Normanni site,

d the associated personnel strength, and

e the approximate number of civilian personnel (as defined in Section IV of this agreement)

Annex 5

COMMAND RELATIONSHIPS

1 Italian Commander

a Commander, Distaccamento Aeroportuale Brindisi, is the Italian Commander over the installations/infrastructure referenced in this Technical Arrangement His authority extends throughout the installation over all the Italian personnel, military and civilian, assigned for whatever reason to the installation, and over the whole land and infrastructure, Italian equipment and materiel This includes Italian equipment and materiel located on any installations/ infrastructure ceded in exclusive use to the U S forces

b To accomplish his tasks and as guarantor for Italian sovereignty, the Italian Commander has access to all areas and facilities as referred to in Section XV of this agreement and agreed in Annex 9

c The Italian Commander will

(1) Coordinate with the U S Commander, on all matters of common interest Advise the U S Commander on aspects of Italian law, rules and regulations that may impact U S operations Advise the U S Commander if he believes U S activities are not respecting applicable Italian law, rules and regulations and will immediately seek advice from higher Italian Authorities

(2) Serve as the formal representative of the installation and as the liaison between the U S military Authorities and the local Italian civil and military Authorities, including press agencies In the event that an Italian civilian or military authority requires a license, permit, or official certification of an installation activity, the processing of such documents shall be facilitated by the Italian Commander

(3) Be responsible for coordinating external perimeter security and for initiating liaison with national and local officials for needed security initiatives

(4) Receive inquiries from the local officials concerning the activities of U S forces and coordinate such with the U S Commander In accordance with Section XIX of this Technical Arrangement forward the inquiries to the local JMC for resolution

(5) Monitor and approve any temporary increase of the associated personnel, in accordance with paragraph 4, Section VI and Annex 4 of this Technical Arrangement

(6) Monitor installation activities and promptly report any situation which requires an immediate review by appropriate national Authorities

(7) Intervene to have the U S Commander immediately interrupt U S activities which clearly endanger life or public health and which do not respect Italian law

2 U S Commander

a Commanding Officer for the SEON site at San Vito dei Normanni is the Commander, 31 FW, Aviano AB, Italy US Commander has full military command over U S personnel, equipment and operations and bears independent responsibility for the safety and security of his own personnel and equipment The U S Commander's activities are undertaken in accordance with Article II of the NATO SOFA which states that it is the duty of a force and its civilian component and the members thereof as well as their dependents to respect the law of the receiving State, and to abstain from any activity inconsistent with the spirit of the NATO SOFA

b The U S Commander will

(1) Notify in advance the Italian Commander of significant U S activities, with specific reference to the operational and training activity, to the movements of materiel, weapons, and civilian/military personnel, and to any events/incidents that should occur or any other relevant issue upon Italian request The term significant is intended to exclude all routine activities

(2) Provide notification of any aircraft deployment, including temporary deployment, and provide the Italian Commander with a copy of the relevant PPR

(3) Provide the Italian Commander the annual schedule of exercises involving units assigned or deployed on the base

(4) Provide the Italian Commander the personnel information semi-annually, or whenever requested, as indicated in Annex 4

(5) Promptly investigate and consult with the Italian Commander concerning any U S activities which clearly endanger life or public health, and which do not respect Italian law, when notified by the Italian Commander of the situation

(6) Obtain the approval of/or notify the Italian Commander for any temporary increase of the associated personnel, in accordance with paragraph 4, Section VI and Annex 4 of this Technical Arrangement

(7) In accordance with Article VII, paragraphs 10 a and b of the NATO SOFA regarding the status of NATO Forces, the U S Commander exercises his police rights on the land areas and infrastructure therein, used by the U S Forces pursuant to agreement with the Italian Authorities

(8) Comply with all applicable agreements regarding the collection of intelligence products, electronic or otherwise

3 Joint responsibilities of the Italian and U S Commanders

a The Italian and U S Commanders are responsible for the implementation of this Technical Arrangement

b The Italian and U S Commanders fulfill their representational roles with equal status The Italian and U S Commanders will assure effective cooperation in order to preserve good relations and avoid, in so far as possible, local frictions and misunderstandings which might arise in the course of the implementation of this Technical Arrangement

c The Italian and U S Commanders will maintain a continuous and close exchange of information, operations, and planned special events In particular, *all* operational and training activities, movement of material, weapons, and civilian/military personnel, and any events/incidents that impact upon the relationship will be subject to this requirement

d Differences of opinion between the commanders regarding whether a specific activity should be undertaken, that cannot be resolved within the local JMC, will be referred up the respective chains of command for resolution Either commander may refer a matter in dispute, or one not susceptible to local resolution, to higher authority for resolution Beginning a disputed activity is subject to resolution of the controversy

e The Italian and U S Commanders through the local JMC are responsible for development of a base master plan (the multi-year plan) and initiation of Construction Mixed Commission annual submissions

f Procedures for access by competent Italian authorities to the area ceded in exclusive use to the United States are covered by JMC Instructions (JMCI-4)

g The Italian and U S Commanders will coordinate all measures necessary to assure and maintain order and security within the area and infrastructure assigned to and among the U S forces

4 SEON Site Manager

The SEON Site on San Vito is operated day to day by a U S technical representative team, led by a Site Manager For matters of technical compliance, routine issues and non policy decisions implementing this arrangement, the U S Commander's designated technical Representative is the SEON Site Manager The US and Italian Commanders may contact the SEON Site Manager to discuss routine matters

Annex 6

UTILITIES

1 Drinking Water San Vito dei Normanni SEON compound utilizes an underground water well within its compound However, water produced by the well is not potable and SEON personnel purchase a continuous supply of mineral water from local vendors, an exclusive U S expense

2 Electric Power San Vito dei Normanni SEON site utilizes up to 18 KVA of 220/380 VAC electrical power contracted directly from ENEL, an exclusive U S expense

Annex 7

CUSTOMS PROCEDURES

The NATO SOFA (Article XI), the BIA, and the Memorandum of Understanding between Italy and the United States of America regarding customs and fiscal procedures, regulate customs procedures at the San Vito dei Normanni site

Annex 8

SECURITY PROCEDURES

1 The Italian Commander shall, in coordination with the U S Commander, develop and implement

a LOCAL PROTECTION PLAN The local protection plan shall discuss the overall protection of the installation, surveillance, authority to use, carry, and transport weapons, procedures regarding search and seizure, procedures regarding traffic stops, a plan for prevention of attacks, a plan for intervention should an attack occur, an anti-terrorism plan, security at weapons compounds, and other matters as agreed upon by the Italian and U S Commanders

b DISASTER PLAN The disaster plan shall contain procedures for dealing with emergency events such as seismic activity, chemical/biological events, or other emergencies as agreed upon by the Italian and U S Commanders

c ALARM MANUAL The alarm manual shall include provisions relating to the declaration of emergencies, response to crisis events, and associated matters as agreed upon by the Italian and U S Commander

2 The parties shall endeavor to exchange threat information (related to intelligence, terrorism, sabotage, etc) to the maximum extent possible when such information is received

3 The U S Commander shall, whenever the U S Force Protection Condition is lower than that set by the Italian Command, assume the Force Protection Condition set by the Italian Command Otherwise, the U S Commander may set the Force Protection condition believed necessary for the protection of the personnel and equipment under U S command The Italian commander, upon receipt of information from the U S Commander, shall match the Force Protection Condition set by the U S Commander

4 The U S Commander has the discretion to employ contract guards, per Article 14 of the BIA, to accomplish security functions

Annex 9

ACCESS TO U S RESTRICTED AREAS

There are no Restricted/Classified areas/buildings within the San Vito SEON compound

Annex 10

SEON OPERATIONAL ACTIVITIES

1 Mission of the Solar Electro-Optical Network (SEON) at San Vito dei Normanni Monitors the sun in optical and radio wavelengths to support The Air Force Weather Agency (AFWA) space environmental forecasting operations San Vito Solar Observatory is a vital component of the DoD's space weather capability As the DoD increases its reliance upon space-based capabilities, specification and forecasting of the near-earth space environment is essential

2 Operational Aspects The SEON mission is accomplished through continuous observation of solar activity from sunrise to sunset in networking with three sensors, an optical telescope, a fixed-frequency radio telescope, and a sweep-frequency radio telescope These systems enable observation of solar activity, provide information on radio interference in communication and radar frequency bands, and support prediction of impacts on the spectrum of military operations

Annex 11

LOCAL JOINT MILITARY COMMISSION

The charter outlining the composition and the functions of the Local Joint Military Commission (JMC-L) are contained in the attachment to this annex, and will be attached by the local commanders

SAN VITO TECHNICAL ARRANGEMENT
TECHNICAL DATA

1 Geographic Area The area of interest comprises the SEON site _____

2 Numerical Composition

a The number of U S "associated personnel" is

b The total above is the number of "associated personnel" agreed upon between the parties to be employed on the installations/infrastructure described above

c The "associated personnel" is composed of, as specified in Annex 4 of the TA (Personnel Reporting), the U S members of the "Force" and members of the U S "civilian component," but does not include their relative family members

3 Units, Missions, and CFE's Listed Weapons Systems

a In accordance with Article 2 of the Bilateral Infrastructure Agreement of 1954, the U S Government obligates itself to use the facilities agreed upon in the spirit and within the framework of NATO collaboration The U S Government obligates itself to utilize the installations agreed upon exclusively in order to carry out its NATO responsibilities and, in any case, not to use them for warlike purposes unless pursuant to NATO dispositions or by agreement with the Italian Government

b The use of the installation is consigned to the following permanently assigned units

UNITS			CFE's LISTED WEAPONS SYSTEMS	
Quantity	Type	Mission	Type	Maximum No
1	SEON	Solar Electro-Optical Telescope Observatory	None	None

5 Use of the Installation/Infrastructure

a The exclusive or joint utilization of the installation by both Italian and U S personnel is to perform the activities related to NATO missions and/or tasks assigned to said forces by their respective governments The designation of "joint" or "exclusive" use to installations and/or infrastructure utilized by the U S does not limit in any way the exercise of Italian national sovereignty, as preserved by Article VII of the NATO SOFA

b The use of the installation is consigned for either joint or exclusive use by the U S

and may not be extended to a third party nation without previous authorization from Italian authorities and in respect of Italian legislation and applicable international accords